

Exhibit 2

Filed Under Seal

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

WAYMO LLC,

Plaintiff,

vs.

UBER TECHNOLOGIES, INC.,
OTTOMOTTO LLC; Otto
Trucking LLC,

Defendants.

Case No.

3:17-cv-00939-WHA

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VIDEOTAPED DEPOSITION OF NINGJUN QI
San Francisco, California
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Reported by: SUZANNE F. GUDELJ

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1 termination.

2 A Yes, we talked about what would -- some of
3 the deal implications after he was terminated, but
4 not about his termination itself.

5 Q And when you say "some of the deal 09:20:58
6 implications after he was terminated," what do you
7 mean by that?

8 A The Otto Trucking profit sharing pool is an
9 aggregate number, and Anthony's departure lowered
10 the maximum amount that the team could earn in a 09:21:16
11 collective.

12 Q And does that apply only to Otto Trucking?

13 A That applies to Otto employees that have
14 ownership in Otto Trucking or employees -- I guess
15 Uber employees that also have ownership in Otto 09:21:38
16 Trucking.

17 Q Okay. So just -- just to be clear,
18 Ottomotto was acquired by Uber, right, so those
19 employees are Uber employees now, correct?

20 A Yes. 09:21:53

21 Q And they might also have an ownership
22 interest in Otto Trucking?

23 A Yes.

24 Q And so Mr. Levandowski's departure may
25 impact how much -- let me just -- will -- does Mr. 09:22:04